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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

JANET GARCIA, et at.,

Plaintiff(s),

vs.

CITY OF LOS ANGELES, et al.,

Defendant(s).

CASE NO. 2:19-cv-06182-DSF-PLA

Assigned to Judge Dale S. Fischer

**PLAINTIFFS' REPLY IN
SUPPORT OF ORDER TO SHOW
CAUSE RE: CIVIL CONTEMPT
AND SANCTIONS;
MEMORANDUM OF POINTS
AND AUTHORITIES IN
SUPPORT THEREOF**

[Declaration of Catherine Sweetser,
Objections to Defendants' Evidence
Filed concurrently]

Date: September 21, 2020

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Ctrm: 7D

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MEMORANDUM OF POINTS AND AUTHORITIES

I. THE CITY DID NOT SUBSTANTIALLY COMPLY WITH THIS COURT'S ORDER

This is not a close case. The City concedes, as it must, that it posted “errant,” “erroneous,” and “faulty” notices, *see* City of Los Angeles’s Opposition to Plaintiffs’ Motion for Order to Show Cause (“Opp.”) at 4, 9, 10, 11 and fn. 6, and that these notices failed to comply with the preliminary injunction. The City asks this court to excuse these violations because the City “substantially complied” with the Court’s order. While substantial compliance may be a defense to a finding of contempt in some instances, this is not one of those instances.

a. Substantial Compliance is Determined on a Provision-by-Provision Basis, Not the Injunction as a Whole

The City argues the Court should not find it in contempt because the Court should “review the party’s actions in accordance with the purpose of the order.” Opp. at 9 (citing *On Command Video v. Lodgenet Ent. Corp.*, 976 F. Supp. 917, 938 (N.D. Cal. 1997)). In the City’s view, doing so would excuse the City’s violation of the notice provision, in light of its purported compliance with the rest of the injunction. But this is decidedly not the rule.¹ *See e.g., Rouser v. White*, 825 F.3d 1076, 1081 (9th Cir. 2016) (in analyzing substantial compliance, provisions of an order are independent obligations, each of which must be satisfied before there can be a finding of substantial compliance); *Flores v. Sessions*, 394 F. Supp. 3d 1041, 1049 (C.D. Cal. 2017). A rule that allows a party to rely on compliance with some provisions of an order as an excuse to avoid compliance with other provisions would reduce the Court’s order to “merely a set of guidelines from which [the City] could choose which

¹ The City relies solely on *On Command Video* to support this position, but the quoted section comes from the magistrate’s recommendation to the district court, but the district court actually rejected the magistrate’s analysis and recommendation on the contempt issue and found instead that the plaintiff *was* in contempt. *See* 976 F. Supp. at 922 (citing *Wolfard Glassblowing Co. v. Vanbragt, Mary Vanbragt d/g/a Zodiac Expressions*, 118 F.3d 1320, 1322 (9th Cir. 1997)).

provisions to follow and which to disregard.” *Dep’t of Fair Empl. and Housing v. Law School Admissions Council, Inc.*, 2018 WL 1156506 at *16 (C.D. Cal. 2018) (evaluating each of the provisions of the consent decree separately to determine whether defendant complied with the order). A party has an obligation to comply with each of the provisions of a court order, and the failure to do so can be the basis for a finding of contempt. *See e.g., Left Coast Wrestling LLC v. Dearborn Int. LLC.*, 2019 WL 3493992 at *3 (S.D. Cal. 2019) (allegations that defendant is in contempt for violation of specific provisions requires court to “evaluate each term and determine whether Plaintiff has presented clear and convincing evidence of a violation). Plaintiffs do not move for contempt based on violations of the first and second provisions of the injunction, only the third.² The City’s self-serving declarations purporting to show compliance with some of the provisions of the injunction do not justify its failure to comply with this provision of the injunction.

b. Because The City Failed to Take All Reasonable Steps to Comply With The Preliminary Injunction, Substantial Compliance is Not a Defense

The City also misunderstands the nature of the “substantial compliance” defense, which is a defense to a finding of contempt only “[i]f a violating party has taken all reasonable steps to comply with the court order.” In that case, “technical or inadvertent violations of the order will not support a finding of civil contempt.” *General Signal Corp. v. Donallco, Inc.*, 787 F.2d 1376, 1379 (9th Cir. 1986)

²Because Plaintiffs move for contempt only based on violations of the third provision of the preliminary injunction, Plaintiffs need not put forth clear and convincing evidence that the City removed or destroyed individuals’ items because they were bulky. On the other hand, the lynchpin of the City’s opposition to Plaintiffs’ motion for contempt, is that “*no bulky items were removed based on their size.*” Opp. at 2 (emphasis in original). The only evidence the City puts forward are declarations from Howard Wong and David Orosco who have no personal knowledge to support their conclusory statements about the City’s compliance with the injunction. The declarations utterly lack foundation and do not establish the City has complied with the injunction. *See generally* Plaintiffs Objections to Defendants’ Exhibits.

(violations of a court order not excused where the contempt was based on a mistake but reasonable inspection would have revealed the mistake). “A contemnor in violation of a court order may avoid a finding of civil contempt only by showing it took *all* reasonable steps to comply with the order.” *Kelly v. Wengler*, 822 F.3d 1085, 1096 (9th Cir. 2016) (emphasis in original). “[R]easonable efforts are in fact a necessary component of substantial compliance.” *Dep’t of Fair Empl. and Housing* 2018 WL 1156506 at *16.³

In this case, the City cannot show it took all reasonable steps to comply with the provision of this Court’s preliminary injunction, which enjoins the City from “[p]osting signs, notices, or other public information stating that the City will enforce Sections 56.11(3)(i) or 56.11(10)(d) of the Los Angeles Municipal Code.” Order Granting Plaintiffs’ Motion for Preliminary Injunction, Dkt. 58 (“Injunction”) at 30. On the contrary, the City actively took steps that violated this injunction.

i. Notices of Major Cleanings

First, the City provides no explanation for why it failed to update the Notice of Major Cleaning signs before it resumed comprehensive cleanups on July 31, 2020, more than three months after this Court issued its preliminary injunction. The City had more than four weeks’ notice that the cleanups were likely to resume before the City Council voted on July 29, 2020 to resume them. *See* RJN, Exh. 4. While the City suggests that, at the time the cleanups resumed, LA Sanitation employees were also updating the metal signs around the City that they had not updated. But this does not explain, let alone excuse the City’s failure to update the paper notices before it resumed the comprehensive cleanups, an event whose timing was wholly in the

³ *Labor/Community Strategy Center v. Los Angeles County*, 564 F.3d 1115 (9th Cir. 2009) is not to the contrary. The “imperfect compliance” referred not to contempt, but rather whether the county fulfilled its obligations under a consent decree, when determining whether to extend the decree. The standard in those circumstances is different; in denying contempt sanctions, the court relied on a “good faith interpretation of the order” standard. *Id.* at 1124.

1 control of the City. If LA Sanitation needed more time to ensure the City complied
 2 with the injunction before resuming cleanups, there was no reason the City could not
 3 or should not have taken that time. The City had not conducted cleanups for four
 4 months, and as the City points out, the City Council itself declined to authorize the
 5 cleanups on an emergency basis. *See* Opp. at 17 n. 10. The City still moved forward
 6 without ensuring the City complied with this Court’s order. This is not a defense to
 7 contempt. *See United States v. Asay*, 614 F.3d 655, 660 (9th Cir. 1980) (contempt not
 8 excused when “person charged is responsible for the inability to comply”).

9 The City admits the Environmental Compliance Officer “used an outdated, pre-
 10 injunction form of the paper CARE+ comprehensive cleanup notice.”⁴ Opp. at 6. But
 11 this is misleading. This is not a situation where the City made efforts to update the
 12 notices but a third party continued to use the old version of the notices. *See e.g.*,
 13 *Vertex Dist. Inc. v. Falcon Foam Plastics, Inc.*, 689 F.2d 885, 892 (1982) (district
 14 court did not abuse its discretion in finding defendant made every reasonable effort to
 15 comply with a court order where the only violation of order limiting the use of a
 16 trademark was in a single line entry in the Canoga Park-Reseda-Agoura Yellow Pages
 17 Directory, defendant moved quickly to correct the error as soon as it was discovered
 18 more than six months prior to Plaintiffs’ contempt motion). Nor is it even a situation
 19 where, because of a technical glitch or even just a simple mistake, the city worker
 20 printed and used an “outdated” version instead of the updated version.⁵ *See e.g.*,

21
 22 ⁴The City continues to assert that the Notice of Major Cleanings were posted to
 23 “provide additional notice of the anticipated cleanup beyond the permanent signage
 24 in the area.” Opp. at 6. But as previously discussed, the notices were the *only* notice
 25 of that day’s cleanups. The City does not address this discrepancy, but notably, the
 26 City’s evidence also does not support the City’s contention that the notices were
 27 posted to provide “additional notice.” *See e.g.*, Orosco Dec. ¶ 31.

28 ⁵Prior to moving for contempt, Plaintiffs’ counsel repeatedly asked counsel for the
 City to clarify whether the use of the Notices of Major Cleanings was a case of a city
 worker accidentally posting the wrong version of a notice that had actually been
 updated, and what steps, if any, were taken to comply with the notice provision of the
 injunction, before the offending notices were posted. The City did not respond.

1 *Harbor Breeze Corp. v. Newport Landing Sportfishing Inc.*, 2020 WL 816135 at *7
 2 (C.D., Cal. 2020) (denying application for contempt where the one violation of the
 3 preliminary injunction was caused by a single line of errant code that prevented the
 4 changes made by defendants from actually appearing on the mobile version of the
 5 company’s website). On the contrary, the City’s opposition makes clear that the City
 6 did not take any steps to update the notices until August 7, 2020, after the City
 7 violated this Court’s order and only after the City received correspondence from
 8 Plaintiffs, pointing out they were aware the City had done so. *See Orosco Dec.* ¶ 32.

9 Even if the posting of the Notices of Major Cleanup with the offending
 10 language could be considered a “technical violation,” the City’s evidence shows it
 11 took no steps to prevent this violation, let alone all reasonable steps, and as such, it
 12 cannot avail itself of the substantial compliance defense. *See Kelly*, 822 F.3d at 1096.

13 **ii. Notice of Bulky Items**

14 The City collapses both the Notice of Major Cleaning and the Notice of Bulky
 15 Item together for purposes of arguing the City’s error in posting them should not give
 16 rise to a finding of contempt, but the Notice of Bulky Items raises a number of
 17 additional concerns about the City’s compliance with the injunction. The Notice of
 18 Bulky Items, like the Notice of Major Cleanings, explicitly states that Bulky Items are
 19 prohibited and that “failure to remove this bulky item within 24 hours will subject it to
 20 removal by the City.” *See Myers Dec. Dkt. 89, Exh. L; see also Wong Dec. Exh. A*
 21 (“Notice of Bulky Item”). The notice further states that a person cannot cure the
 22 violation simply by “moving this bulky item to another public area.” *Id.* In other
 23 words, the notices explicitly state that the City intends to do exactly what other
 24 provisions of the Court’s injunction prohibit the City from doing: remove items from
 25 the public right of way *because* they are bulky.

26 Howard Wong’s explanation of the Notice of Bulky Items does not help the
 27 City. According to Mr. Wong, the “notices were not intended to convey that LA SAN
 28 would be enforcing the bulky item provision under LAMC 56.11(3)(i), but rather to

1 emphasis to the persons who may have been using the items as a shelter that a
 2 cleaning was scheduled to take place the next day, and the items would be subject to
 3 removal at that time.” Wong Dec. ¶ 7. Conveying to a person that their item is “bulky”
 4 and the item is subject to removal *is conveying* that LASAN will be enforcing the
 5 bulky item provision under LAMC 56.11(3)(i).

6 The Notice of Bulky Items is fundamentally different from a cleanup notice: the
 7 purpose of the notices of cleanups is to inform people that the City is conducting a
 8 cleanup. They inform people that they need to move their belongings from a discrete
 9 area for the duration of the cleanups. On the other hand, the whole purpose of the
 10 Notice of Bulky Items is to facilitate enforcement of the Bulky Item Provision. The
 11 notice states explicitly that Bulky Items are prohibited, that the items will be removed
 12 in 24 hours, and most importantly, that a person cannot cure the violation by “moving
 13 this bulky item to another public area.” Notice of Bulky Item. As such, one conveys
 14 that the City is conducting a cleanup and the other conveys that the City is intending
 15 to violate this Court’s preliminary injunction. Posting individualized notices on
 16 structures that the “item would be subject to removal at the time of the cleanup,” Opp.
 17 at 6, is precisely the problem.

18 Significantly, unlike the Notices of Major Cleaning which the City failed to
 19 update to comply with the preliminary injunction, Mr. Wong confirms in his
 20 declaration that these notices were revised *after* this Court issued the preliminary
 21 injunction, in conjunction with LA Sanitation “implement[ing] adjustments to the
 22 protocols for addressing bulky items in order to comply with the Preliminary
 23 Injunction.” Wong Dec. ¶ 9. Mr. Wong describes the updates to the notice as having
 24 “deleted any reference to LAMC 56.11(3)(i) and the “immediate removal and discard
 25 of bulky items.”⁶ *Id.* ¶ 10. But these changes did not render the Notice of Bulky
 26

27 _____
 28 ⁶ The City makes a similar reference in a footnote in its opposition, noting that
 “neither notice stated that Bulky Items would be destroyed or referenced the Bulky
 Item Provision.” Opp. at 3, fn 1.

1 Items compliant with the injunction.⁷ The Court enjoined enforcement of the Bulky
 2 Item Provision, which includes both the removal and the destruction of property
 3 because it is bulky. Injunction at 30. Interpreting this Court’s injunction to allow the
 4 removal, just not destruction of Bulky Items, as Sanitation appeared to have done
 5 when it revised the notices, is both unsupported by the plain language of this Court’s
 6 order and is inconsistent with the City’s own legal interpretation of the injunction.⁸

7 The City’s revision of the notices after entry of the injunction and the posting of
 8 multiple copies of these notices on three separate occasions throughout three different
 9 neighborhoods was deliberate and considered, and it cannot be justified as “technical
 10 or inadvertent.” Moreover, the City continued to use the notices even after the City’s
 11 attorneys explicitly represented to Plaintiffs’ counsel that it had stopped. *See Myers*
 12 *Dec. Exh. Q*. All these factors defeat the City’s defense that it substantially complied
 13 with the injunction. In fact, it is precisely because the notice was deliberately created
 14 and deployed that a finding of contempt and sanctions is warranted.

15
 16
 17 ⁷ The changes to the notice are however consistent the concerns raised by Plaintiffs
 18 but dismissed by the City’s attorneys in June 2020 and with Mr. Buscaino’s
 19 erroneous representation about the City’s authority to remove Bulky Items with
 20 notice. *See Myers Dec.* ¶¶ 9-11, 16. The City dismisses Councilmember Buiscano’s
 21 comments as the statements of a single elected official, *Opp.* at 11, n. 6, but the
 22 City’s Answer to the Second Amended Complaint show that, in addition to voting on
 23 policy measures, council offices are involved in and play a role in the scheduling and
 24 deployment of resources for of cleanups. *See e.g., Answer*, ¶¶ 70, 82, Dkt 75.

25 ⁸ The City has appealed this Court’s order, and its primary argument to the Ninth
 26 Circuit is that this Court erred in enjoining the City from both removing Bulky Items
 27 as well as destroying them. *See e.g., RJN*, Dkt. 90, Exh. 11, p 60. The City is free to
 28 make this argument to the Court of Appeals. But, after arguing that this Court erred
 because it enjoined the City from removing Bulky Items, the City cannot argue now,
 in an attempt to avoid a finding of contempt, that the City interprets the injunction to
 actually allow the City to remove, just not destroy, Bulky Items. Nor is the City free
 to simply ignore the injunction while it is on appeal. *United States v. United Mine*
Workers of America, 330 U.S. 258, 293–94 (1947).

1 iii. The Permanent Signs

2 The City spends a considerable amount of time defending its compliance with
3 the preliminary injunction on the ground that the permanent signs placed around the
4 city since the injunction went into effect comply with this injunction and also, after
5 receiving a demand letter from Plaintiffs, undertook to update the notices that were
6 currently posted around the City. Plaintiffs do not dispute this; however, the fact that
7 one of the City's notices is compliant does not excuse the City's failure to conform the
8 rest of the City's notices. Indeed, the fact that the City removed offending language
9 about Bulky Items undermines any argument the City could have made that the paper
10 notices did not violate the injunction.⁹

11 c. A Finding of Contempt and Sanctions is Necessary to Prevent 12 Further Violations

13 In an attempt to persuade the Court that a finding of contempt is unnecessary,
14 Counsel for the City assert that the City will use only the updated Notice of Major
15 Cleaning and will stop using the Notice of Bulky Items. Given the history of the
16 City's representations by and through their counsel, this is insufficient. In fact, the
17 declarations submitted by LA Sanitation personnel, along with the statements by
18 members of the City Council—the people who are actually responsible for
19 implementing LAMC 56.11 and complying with the Court's preliminary injunction--

20 ⁹ Plaintiffs largely do not take issue with the City's efforts to update the permanent
21 signs; it is clear that, with the exception of the Raymer signs, once the City undertook
22 to update the signs, any tape that has fallen off constitutes the sort of "technical or
23 inadvertent violations of the order" that should not form the basis of a motion for
24 contempt. *General Signal Corp.* 787 F.2d at 1379. However, the City's continued
25 misrepresentations and lack of clarity about the extent to which the City has actually
26 updated these signs evidence why court intervention is necessary. *See e.g., infra* n.
27 10. Finally, it is remarkable that although the City conducted "swift" investigations
28 and confirm all signs had been updated, no sanitation workers had violated the
injunction, etc., in two weeks, counsel for the City has been unable to confirm
whether the Raymer signs identified by Plaintiffs' counsel were in fact updated prior
to August 10, 2020. *See Opp.* at 21, n. 10.

do not share this understanding. Mr. Wong states only that “LSD suspended the use of the revised paper notices after concerns were raised *out of an abundance of caution and to avoid any confusion about LASAN’s compliance with the injunction.*” Wong Dec. ¶ 22 (emphasis added). Similarly, Mr. Orosco states that, “to avoid further disputes or any confusion about the City’s non-discontinued enforcement of LAMC 56.11(3)(i) and (10)(d), LSD suspended the use of paper signs referencing ‘bulky items’ on large items used as shelters.” Orosco Dec. ¶ 33. Far from an acknowledging that the City is enjoined from removing bulky items or that the use of the notices violates the Court’s order, Mr. Wong and Mr. Orosco’s use of the term “suspended” and their representation that the City stopped using the notices “out of an abundance of caution” and to “avoid dispute” suggests that LA Sanitation employees do not fully appreciate the import of the Court’s injunction or its obligations to abide by it. This is precisely why a finding of contempt is necessary to prevent further violations and is warranted here.

II. PLAINTIFFS’ SANCTIONS REQUEST IS CALIBRATED TO COERCE THE CITY TO ABIDE BY THE COURT’S INJUNCTION

a. The Requested Monetary Sanctions Are Warranted to Ensure Compliance

Plaintiffs request per diem sanctions against the City until the it provides a declaration under penalty of perjury from the General Manager of LA Sanitation, attesting that LA Sanitation will take the requisite actions. The City takes issue with both the request for monetary sanctions and the amount proposed. Given the facts and circumstances of the case, however, both are reasonable.

First, there is no merit to the City’s argument that sanctions are unwarranted or unnecessary here, simply because the City states that it has already “taken additional affirmative steps to ensure that the mistaken posting of pre-injunction notices will not occur in the future.” Opp. at 15. As with many of the City’s statements, this phrasing creates ambiguity about the City’s intentions. For example, it is not clear if this

1 includes a commitment not to post the Notice of Bulky Items, since the notice was
 2 amended post-injunction. As discussed above, moreover, neither Mr. Orosco or Mr.
 3 Wong definitively acknowledge the City's contemptuous actions or express a
 4 willingness to unequivocally abide by the Court's injunction. Given the City's
 5 continued hedging, Plaintiffs are entitled to an actual, unequivocal statement of
 6 compliance from the City, submitted under penalty of perjury.

7 In addition, the City has made numerous representations in the past that the City
 8 would not take further actions in violation of the Court's order, and yet it did just that.
 9 For example, on August 10, 2020, counsel for the City represented that the City would
 10 not use the Notice of Bulky Items again, and yet, it is undisputed that Sanitation did so
 11 on August 12, 2020. Similarly, in defense of the City's willingness to take actions to
 12 address Plaintiffs' concerns, the City's attorneys specifically represented that all
 13 "3,106" permanent signs around the dozen or so existing A Bridge Home shelters with
 14 special enforcement zones had been updated; upon inspection, at one of the sites, there
 15 were approximately 150 signs that had in fact not been updated. Since then, Mr.
 16 Orosco indicated that upon further inspection, pre-injunction signs at around 13% of
 17 locations did not have overlays.¹⁰

18 Second, there is no merit to the City's objection that the requested sanctions are
 19 intended to punish, rather than prevent further violations. "One of the
 20 paradigmatic civil contempt sanctions 'is a per diem fine imposed for each day a
 21 contemnor fails to comply with an affirmative court order.'" *United States v. Ayres*,
 22 166 F.3d 991, 995 (9th Cir. 1999) (quoting *Int'l Union v. Bagwell*, 512 U.S. 821, 829
 23 (1994)). Plaintiffs specifically request the fine be paid directly to the court, rather than
 24 to Plaintiffs. *Falstaff Brewing Corp. v. Miller Brewing Co.*, 702 F.2d 770, 779 (9th
 25

26 ¹⁰ The City provides no more details about why signs at 104 of the City's 797
 27 locations were missing overlays and needed further work. *See* Orosco Dec. ¶ 27. It is
 28 unclear whether the tape was removed, as was the case with some errant signs, or if
 the City identified addition signs that had never been updated, as with the Raymer A
 Bridge Home site. *See* Myers Dec. ¶¶ 34-36 and Exh. R.

1 Cir. 1983). Moreover, Plaintiffs request the termination of sanctions be tied to the
 2 submission of a declaration by the General Manager of LA Sanitation; as such, the
 3 City “carries the keys of [its] prison in its own pocket.” *Ayres*, 166 F.3d at 995.

4 Finally, the amount sought by Plaintiffs, while significant, is also calibrated to
 5 the account for the size of the City’s budget and the specific department causing the
 6 harm. The requested sanctions represent just a tiny fraction of LA Sanitation’s overall
 7 budget (.01%) and an even smaller fraction of the City’s overall budget (.00049%).
 8 Given the size of the City and its budget, Plaintiffs (or the City) would be hard
 9 pressed to identify any amount of a per diem sanction that would “take into account
 10 the amount of defendant’s financial resources and the consequent seriousness of the
 11 burden to that particular defendant,” that would not, at first blush appear exorbitant.
 12 The amount requested, moreover, did not come out of thin air. It is amount of money
 13 LA Sanitation expends per day to conduct cleanups. Accordingly, under the
 14 circumstances, this request is both reasonable. and reasonably calculated to achieve
 15 compliance with the Court’s order.

16 **b. The Requested Remedial Sanctions are Appropriate**

17 Plaintiffs also seek two forms of remedial sanctions: 1) the posting of remedial
 18 notices in the locations where the City posted the errant notices, informing
 19 individuals that the City is enjoined from enforcing the Bulky Item Provision; and 2)
 20 attorneys’ fees. Both are called for here.

21 First, the City objects to the burden and expense of posting remedial notices. But
 22 the City routinely posts notices throughout the City, announcing cleanups. Indeed, the
 23 burden on the City of posting these notices was not too much to have prevented it
 24 from posting the notices in violation of the injunction. Plaintiffs, moreover, request
 25 only that the City post the notices in the neighborhoods where the City posted the
 26 faulty notices. As such, it is tailored to remedy the harm caused by the violation of
 27 the injunction, and the City should not now be heard to complain about the expense.
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Second, Plaintiffs seek reasonable attorney's fees. Fees are routinely ordered as remedial measures in contempt motions. "Attorney's fees frequently must be expended to bring a violation of an order to the court's attention." *Perry v. O'Donnell*, 759 F.2d 702, 705 (9th Cir. 1985). In this instance, Plaintiffs made numerous attempts to address the issue without court intervention. Even though the City agreed it had violated the injunction, the City still refused to provide Plaintiffs with a declaration from anyone in LA Sanitation attesting to the scope of the violations and the remedial measures it had taken.¹¹ Under these circumstances, Plaintiffs were justified in seeking court intervention, and are now justified in seeking attorneys' fees as a remedial measure to compensate for the harm caused by the City's violations.

III. CONCLUSION

The City concedes it violated this Court's preliminary injunction on a number of occasions. Because the City failed to take all reasonable steps to comply with the preliminary injunction, a finding of contempt is warranted, and because the City has evidenced its willingness to continue to violate the order, sanctions are warranted as well.

¹¹ The City accuses Plaintiffs of violating their Rule 7.3 obligations. *See* Opp. at 4, 17. The record shows otherwise. *See* Myers Dec. ¶¶ 26-32, 38-39 and Exh. O-Q, S, T. Plaintiffs attempted in good faith to work with counsel for the City to avoid court intervention, including meeting and conferring and thoroughly discussing "the substance of the contemplated motion and any potential resolution" on August 6. *See* Loc. Rule 7-3. Plaintiffs delayed filing the motion twice at the request of the City. Plaintiffs' discovery of other violations of the court order that were identical to the prior violations did necessitate that Plaintiffs confer further with the City, particularly because as Mr. Dermer's declaration makes clear, the City has been unwilling to enter into a stipulation regarding the City's actions. *See* Dermer Dec. ¶ 9. However, even after filing this motion, Plaintiffs' counsel continued to offer to meet and confer and offered again to discuss a declaration and stipulation in lieu of proceeding with the motion. The City once again declined. *See* Sweetser Dec. Exh. A. This is more than sufficient to meet Plaintiffs' obligations under Local Rule 7-3.

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2 Dated: September 8, 2020

Respectfully submitted,

3 LEGAL AID FOUNDATION OF LOS ANGELES

4 /s/ Shayla Myers

5 By: Shayla Myers

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15 *Attorneys for All Plaintiffs*

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19 **LOCAL RULE 5-4.3.4 ATTESTATION**

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21 I attest that Plaintiffs' counsel, Benjamin Herbert and Catherine Sweetser,
22 concurs in this filing's content and has authorized the filing.

23
24 DATED: September 8, 2020

LEGAL AID FOUNDATION OF LOS ANGELES

25 /s/ Shayla Myers

26 By: Shayla Myers

27 *Attorneys for All Plaintiffs*